

**AGREEMENT**

**Between**

**TOWNSHIP OF PEMBERTON**

**And**

**PEMBERTON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION**  
**LOCAL NO. 260**

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**JANUARY 1, 1995 through DECEMBER 31, 1998**

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## PREAMBLE

This Agreement entered into this 6 day of JUNE 1996, by and between the **TOWNSHIP OF PEMBERTON**, in the County of Burlington, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "Township", and **PEMBERTON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 260**, hereinafter called the "Association", represents the complete and full understanding on all bargainable issues between the Township and the Association.

## ARTICLE I

### RECOGNITION

- A. The Township hereby recognizes the Association as the exclusive collective negotiating agent for all Patrolmen and Sergeants employed in the Police Department.
- B. The title of Patrolman or Sergeant shall be defined to include the plural as well as the singular and males as well as females.

## ARTICLE II

### MANAGEMENT RIGHTS

A. Except as otherwise provided by law, the Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- 1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
- 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies , rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in accordance with the Constitution and Laws of New Jersey and of the United States.

### ARTICLE III

#### ASSOCIATION DUES

A. The Township agrees to deduct from the salaries of its employees covered by this Agreement dues for the Association. These deductions shall be made in compliance with NJSA 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of the Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of such change.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the Township Treasurer. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance of salary deduction authorization cards submitted by the Association to the Township.

### ARTICLE IV

#### AGENCY SHOP

##### **A. Representation fee**

The Township agrees to deduct the fair share representation fees from the earnings of those employees who elect not to become a member of the Association and transmit the representation fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Township of Pemberton and the New Jersey Public Employment Relations Commission.

## **B. Computation of fair share Representation Fee**

1. The fair share representation fee for services rendered by the majority representative shall be in an amount equal to the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed 85% of the regular membership dues, fees and assessments. Such sum representing a fair share representation fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the majority representative to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

2. The majority bargaining representative shall provide, sixty (60) days prior to January 1 and July 31 of each year, advance written notice to the public Employment Relations Commission, the Township and to all employees within the unit, as shall be determined by a list of such employees and furnished by the Township, the information necessary to compute the fair share representation fee for services enumerated above.

3. Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Township and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefor. The burden of proof relating to the amount of the fair share representation fee shall be on the majority bargaining representative.

## **C. Challenging Assessment Procedure**

1. The majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in NJSA 34:13A-5.6 and NJAC 19:17-1, et seq. Any challenging employee may appeal to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

2. In the event the challenge is filed, the deduction for fair share representation fee shall be held in the escrow account maintained by the Association pursuant to NJAC 19:17-4.2 pending final resolution of the challenge.

## **D. Deduction of Fee**

1. No fee shall be deducted by an employee sooner than:

a. The thirtieth (30th) day following the notice of the amount of the fair share fee;

b. Satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in the negotiations unit;

c. The tenth (10th) day following the beginning of employment for employees entering into work in the negotiations unit from reemployment lists;

d. The date of satisfactory completion of the probationary period of the completion of a three (3) month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforesaid categories nor any employees in the employ of the Township at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

#### **E. Payment of Fee**

The Township shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement.

#### **F. Association Responsibility**

The Association assumes responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with the employees affected upon request to answer any questions pertaining to this provision.

#### **G. Miscellaneous**

1. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon fair share fee information furnished by the Union or its representatives.

## ARTICLE V

### NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike ( i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, a slow-down or walk-out, it is covenanted and agreed that participation in any such activity by any employee subject to the term of this Agreement shall be deemed grounds for termination of employment of such employees with due process.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such Judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

## ARTICLE VI

### HOURS OF WORK, OVERTIME, TRAINING TIME AND CALL- IN TIME

A. The normal work period shall generally consist of an average of forty (40) hours in a seven (7) day period, except as provided in section F and G of this Article.

B. The Township and Association recognize and are aware of the Fair Labor Standards Act and its impact on Police employees. It is the intent of the parties that the Township shall not be required under this Agreement or by law to pay overtime for the first thirty-six (36) additional minutes worked per day. However, in the event an employee works thirty-seven (37) or more minutes in excess of his or her regular assigned shift, the employee shall be paid overtime for not less than one (1) hour at one and one-half (1 1/2) times the employee's hourly rate of pay.



**C. Court Time**

Court time, including travel time out of Burlington County, New Jersey, shall be considered as time worked. In calculating the appropriate pay for the aforementioned court time, all regular time paid for during the work week in which the Court time occurs shall be considered as time worked for overtime purposes.

**D. Training Time**

Required scheduled training time shall be considered as time worked.

**E. Call-In Time**

An employee who is called in to work after having left the premises of the Township, at a time not contiguous to employee's regular work time, will receive a minimum of two (2) hours' pay at the rate of time and one-half for work performed during the call in.

**F.** If the Township elects to utilize the twelve (12) hour shift then the Township agrees:

1. The twelve (12) hour shift schedule will provide that an employee will rotate in the following manner:

1	2	3	4	5	6	7	8	9	10	11	12	13	14
on	on	off	off	on	on	on	off	off	on	on	off	off	off

In this example day one (1) is a Monday.

2. This fourteen (14) day cycle necessitates that an employee work eighty-four (84) hours in a fourteen (14) day period. It is agreed that the Township will have the option to pay said employee an additional four (4) hours pay at the rate of time and one-half (1 1/2) the employee's hourly rate. The Township will also have the option of scheduling two 10 hour work days in a 14 day cycle or granting a total of eight (8) 12 hour days off (SDO's) per year. All scheduling shall be at the Township's discretion.

3. During said twelve (12) hour shift, an employee will be allotted one (1) hour for meal break. The employee's supervisor will determine if this will be allotted in a single one (1) hour period or two (2) one-half (1/2) hour periods.

4. If an employee utilizes a sick day, said employee will be charged with actual amount of hours used.

5. Employees hired before January 22, 1996 shall accumulate vacation credit on a day for day basis [regardless of] based on the number of hours in each shift [eg., 12 hours credit for 12 hour shift schedule, 10 hours credit for 10 hour shift schedule, 8 hours credit for 8 hour shift schedule]. Employees hired after January 22, 1996 shall receive 8 hours of credit for each vacation day awarded pursuant to Article VII regardless of the number of hours of a shift schedule.

6. It is agreed that employees will receive holiday pay, as prescribed in Article VIII, based on fourteen (14) eight (8) hour days.

G. If the Township elects to utilize the ten (10) hour shifts, the Township agrees that Subparagraphs 3 through 4 would also apply to employees on a ten (10) hour shift.

## **ARTICLE VII**

### **VACATIONS**

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. From date of hire through third year of service:  
Twelve (12) vacation days per year.
2. From beginning of fourth year through tenth year of service:  
Fifteen (15) vacation days per year.
3. From beginning of eleventh year through fifteenth year of service:  
Twenty (20) vacation days per year.
4. Over fifteen (15) years of service:  
Twenty-five (25) vacation days per year.

## ARTICLE VIII

### HOLIDAYS

#### A. GENERAL PROVISIONS

1. The Township shall recognize the following 14 days as Holidays for which employees on a rotating schedule shall be entitled to compensation pursuant to the terms of this Article.

<u>New Year's Day</u>	<u>Labor Day</u>
<u>Lincoln's Birthday</u>	<u>Columbus Day</u>
<u>Washington's Birthday</u>	<u>Veteran's Day</u>
<u>Good Friday</u>	<u>Thanksgiving</u>
<u>Memorial Day</u>	<u>Friday after Thanksgiving</u>
<u>Independence Day</u>	<u>Christmas</u>
<u>Martin Luther King's Birthday</u>	<u>Easter Monday</u>

2. A Holiday begins at 12:00am [midnight] and extends to 11:59pm on the following day. The employees hourly rate of compensation on July 1st of the year of payment shall be used to compute Holiday pay.

3. Employees shall submit Holiday pay vouchers before the regular November meeting of the Township Council and payment for Holiday pay shall be made on the first payday in December.

#### B. HOLIDAY PAY FOR EMPLOYEES HIRED BEFORE JANUARY 22, 1996-12/10 HOUR SHIFT.

1. Employees hired before January 22, 1996 working 12 or 10 hour shifts shall receive Holiday pay for fourteen [14] eight [8] hour days.

2. In the event that such an employee is scheduled to work on a Holiday he or she shall be paid at the rate of one and one half for all hours worked, which shall be paid in the regular bi-weekly pay.

3. In the event that such an employee is required to work on a Holiday during a scheduled day off, the employee shall be paid at the rate of double time, which shall be paid in the regular bi-weekly pay.

**C. HOLIDAY PAY FOR EMPLOYEES HIRED AFTER JANUARY 22, 1996-12 HOUR SHIFT.**

1. All employees hired after January 22, 1996 who work on a Holiday shall be paid at the rate of time and one half for all hours worked, which shall be paid in the regular bi-weekly pay.

2. Additionally all such employees who work on a Holiday shall receive Holiday pay of eight [8] hours of straight time for each Holiday worked, to be paid pursuant to the provisions of paragraph A above.

**D. HOLIDAY PAY FOR EIGHT HOUR SHIFT.**

In the event that the Township elects to use an eight [8] hour shift the following shall be the rate of pay

1. The first eight hour shift shall be paid at time and one half plus one days pay.

2. The second shift within the Holiday shall be paid at time and one half plus one personal day.

**E.**

If the Township elects to use either an eight [8] or ten [10] hour schedule all employees shall receive the same Holiday benefit as set forth in paragraph A through B without regard to the date of hire.

**ARTICLE IX**

**LEAVES OF ABSENCES**

**A. Injury In The Line Of Duty.**

1. If an employee is incapacitated and unable to work because of an injury incurred in the line of duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by a medical doctor, until such time as payments commence under Workers Compensation. Thereafter, the Township shall pay the difference between the employee's regular rate of pay and that paid under Worker's Compensation until such time as a medical doctor certifies that the employee is physically able to perform his duties.

2. Any police officer who receives Worker's Compensation benefits for a duty related injury who has not or does not intend to file a third party action or claim agrees to assign to the Township, or its Worker's Compensation carrier, or their representatives, any and all unasserted rights, claims and causes of action that the police officer may have against any third party who may be liable or responsible for the police officer's injuries or damages. The police officer shall fully cooperate with the Township, its insurance carrier, or their representatives, in the prosecution and presentation of such claims or causes of action, including but not limited to, the provision of required discovery requests, and the appearance depositions and trials subject to the other provisions of this Agreement for time reimbursement.

However, if the officer has or intends to assert or file a claim against a third party then this paragraph shall not apply.

**B. Non Duty Related Disability.**

The Township shall provide police officers injured while off duty a disability benefit equal to sixty percent (60%) of the officer's base pay and longevity for a period up to 120 days commencing immediately upon the exhaustion of the officer's current and accumulated sick leave. During the period that the police officer receives such benefits, he or she shall turn over to, or otherwise reimburse the Township for any disability insurance benefits supplied by or through the Township, which benefit is currently a maximum of \$250.00 per week after a stipulated waiting period.

A police officer may elect to use the disability insurance plan currently provided by the Township which provides for 26 weeks of benefits at the lesser of 66% of compensation or \$250.00 per week.

**C. Personal Leave.**

1. The Township shall permit each officer two (2) personal leave days per year with pay. The request for such leave days shall be made to the Chief at least one (1) week prior to its anticipated use, and the scheduling of such leave shall not interfere with the efficient operation of the Department. In the event of an emergency, the week's notice requirement may be waived by the Chief of Police. Failure to use the personal leave day shall not cause the Township to make any payment for such time not utilized. The personal leave days shall not be accumulative.

**D. Bereavement Leave Of Absence.**

1. Each officer shall be given three (3) days leave of absence with pay in the event of a death within the Officer's immediate family.

2. Immediate family is defined as husband, wife, father, mother, grandfather, grandmother, father-in-law, mother-in-law, brother, sister, child, ward, stepmother, stepfather and stepchildren.

**E. MATERNITY LEAVE**

Leave for an employee's pregnancy shall be provided under the accident and sickness insurance coverage now in effect plus a special assignment may be made by the Chief of Police after review of medical recommendations.

**F. SICK LEAVE**

Each employee covered by this agreement shall receive 120 hours of sick time per year. Employees covered under this Agreement shall have the option of indefinitely accumulating sick leave or, in any given year, to request payment for any unused sick leave for that year up to a maximum of fifty (50%) percent of that year's sick leave at the employee's rate of pay as of the previous July 1st. Payment under this provision shall be made on or about December 15th. However, employees must notify the Township that they are electing to receive payment under this provision, in writing, no later than November 1st of each year with the amount of sick leave eligible for payment to be determined as of that date. Furthermore, in order to qualify for payment, an employee must maintain a bank of at least fifteen (15) sick days, not including the days sought for reimbursement.

**G. PAYMENT OF ACCUMULATED SICK LEAVE UPON RETIREMENT.**

Each employee upon retirement may sell back fifty percent (50%) of accumulated sick time with a maximum payout of \$10,000.00.

**ARTICLE X**

**HEALTH AND WELFARE**

A. The Township shall continue to provide Blue Cross, Blue Shield and Major Medical insurance benefits. In the event the employee elects to be covered by a HMO plan, the employee shall pay the difference in cost, if any, between the aforementioned insurance benefits and the HMO benefits.

B. Effective January 1, 1991, the Township agrees to provide a thirty-five thousand (\$35,000.00) dollar term life insurance policy on each employee covered by this Agreement.

C. The Township agrees to secure a plan of insurance which will pay all costs over the first two dollars (\$2.00) of prescriptions for the employees covered by this Agreement.

D. The Township agrees to secure a plan of dental insurance to cover all eligible services which will provide benefits prescribed for the employees covered by this Agreement and that employee's family.

E. The Township will pay up to twenty-five dollars (\$25.00) per family member per year for an eye examination or prescription glasses.

F. In the event that an employee and his or her spouse are both employed by the Township, the Township shall cover one (1) individual under an appropriate family or husband and wife plan and the other individual shall receive a \$500.00 payment per year in lieu of coverage. If an employee opts to be covered under a spouse's medical plan who does not work for the Township, then that employee shall receive a yearly payment of \$1,000.00 in lieu of coverage. The Township may require proof of coverage before paying this benefit.

G. The Township reserves the right to change insurance carriers or plans or to self-insure so long as substantially equivalent benefits are provided. The Township shall advise the PBA in advance of any prospective change of carriers or plans and in the event the PBA does not agree that the proposed plan provides for substantially equivalent benefits, the matter shall be submitted promptly to arbitration prior to the institution of any such change.

H. The Township will provide an employee with twenty-five (25) years of continuous full time service, who is eligible for retirement, with continued health insurance. This provision will cover the employee only at the single person rate.

I. The Township agrees to provide up to seven thousand (\$7,000.00) dollars for reasonable funeral expenses for a police officer who dies while in the performance of his duty.

## ARTICLE XI

### CLOTHING MAINTENANCE ALLOWANCE

A. The Township shall pay all employees covered by this Agreement an annual clothing maintenance of \$625.00 for 1995, \$675.00 for 1996, \$725.00 for 1997, and \$775.00 for 1998.

B. A voucher for this payment shall be submitted before the regular meeting in May to the Township Council and payment shall be made in the first pay period of July.

C. In the event that an employee is not employed for an entire year, the amount payable shall be prorated by the months of service to reflect actual time served.

## ARTICLE XII

### SALARIES

A. Commencing January 1, 1995 the salary for all Patrolmen and Sergeants employed by the Township of Pemberton shall be an hourly rate as follows:

1. **Patrolmen**

Base	-	<u>\$14.42</u>
Step 1	-	<u>\$15.14</u>
Step 2	-	<u>\$15.69</u>
Step 3	-	<u>\$17.06</u>
Step 4	-	<u>\$18.36</u>
Step 5	-	<u>\$19.73</u>

2. <b>Sergeants</b>	-	<u>\$21.76</u>
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B. Commencing January 1, 1996, the salary of Patrolmen and Sergeants employed by the Township of Pemberton shall be at an hourly rate as follows:

1. **Patrolmen**

Base	-	<u>\$15.00</u>
Step 1	-	<u>\$15.75</u>
Step 2	-	<u>\$16.32</u>
Step 3	-	<u>\$17.74</u>
Step 4	-	<u>\$19.09</u>
Step 5	-	<u>\$20.52</u>

2. <b>Sergeants</b>	-	<u>\$22.63</u>
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C. Commencing January 1, 1997, the salary for all Patrolmen and Sergeants employed by the Township of Pemberton shall be at an hourly rate as follows:

1. **Patrolmen**

Base	-	<u>\$15.60</u>
Step 1	-	<u>\$16.38</u>
Step 2	-	<u>\$16.97</u>
Step 3	-	<u>\$18.45</u>
Step 4	-	<u>\$19.85</u>
Step 5	-	<u>\$21.34</u>

2. <b>Sergeants</b>	-	<u>\$23.53</u>
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D. Commencing January 1, 1998, the salary for all patrolmen and sergeants employed by the Township of Pemberton shall be at an hourly rate as follows:

**1. Patrolmen**

<u>Base</u>	-	<u>\$16.23</u>
<u>Step 1</u>	-	<u>\$17.03</u>
<u>Step 2</u>	-	<u>\$17.65</u>
<u>Step 3</u>	-	<u>\$19.19</u>
<u>Step 4</u>	-	<u>\$20.65</u>
<u>Step 5</u>	-	<u>\$22.19</u>

**2. Sergeants**

\$24.47

D. Any employee hired after September 1, 1993 shall be compensated at "Base" for the first year of service, and thereafter shall, at the completion of each succeeding year, move to the next Step of the Salary Scale as stated above, thereby creating a six step salary guide for such employees. Any employee hired before September 1, 1993 shall skip Step 1 and shall be paid at Step 2 after the completion of a first year of service.

**E. Longevity**

All full time employees who have completed the following number of years of continuous full time employment with the Township of Pemberton shall be entitled to the specified percentages of longevity pay in addition to their step 4 pay or Sergeant's pay:

5 years	-	4%
10 years	-	8%
15 years	-	12%

Longevity payments shall commence with the next pay period following the date of completion of the said service.

**F. Detective Stipend**

In recognition of the special duties and responsibilities assumed by detectives, all detectives shall be entitled to four percent (4%) detective increment computed on the sum of their existing rate and longevity rate, if any.

#### **G. Emergency Meals For Overtime**

The Township shall provide each employee, who is required to work for any reason of emergency other than manpower shortages due to employee vacations, sick time or other authorized leave, with a meal of not less than three (\$3.00) dollars nor more than five (\$5.00) dollars. An employee shall be entitled to one (1) meal at the end of four (4) hours continuance work if such work assignment shall be for a duration of five (5) or more hours. This provision shall be applicable for five (5) hour periods of continuance work thereafter.

#### **H. Education Expenses**

The Township shall reimburse a police officer for the costs of tuition, required course books and directly related supplies for any approved courses taken which lead to a recognized Associates or Bachelors Degree. Enrollment in the course must be approved in advance in writing by the Mayor, whose approval shall not be unreasonably withheld. The police officer shall be required to maintain a "C" average or better in order to receive reimbursement, except that this requirement may be waived by the Mayor when a lower grade is the result of work schedule conflicts, which must be verified in writing.

#### **I. OFFICER IN CHARGE COMPENSATION**

Whenever a police officer is directed to accept responsibility for work done by a Sergeant, he shall be compensated at that rate after being in that position for three (3) or more consecutive days, retroactive to the first day. This provision will take effect as of January 22, 1996.

### **ARTICLE XIII**

#### **GRIEVANCE PROCEDURE**

A. A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement or administrative policies and practices. Also included in the scope of grievable items are disciplinary actions which are not appealable to the New Jersey Department of Personnel as a matter of right. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the Department.

**B.** Complaints may be initiated by an employee to his superior or the Chief of Police. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to file a grievance, it shall be presented by the employee or by the authorized Association representative.

**C.** When the Association wishes to present a grievance for itself, or for an employee or groups of employees for settlement, or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

**Step One:**

Within seven (7) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Association or his duly authorized representative, shall present the grievance to the Chief of Police, or his duly designated representative. The Chief of Police shall answer the grievance within seven (7) working days.

**Step Two:**

If the grievance is not resolved at Step One or if no answer has been received within the time set forth in Step One, the Association shall present the grievance within five (5) working days in writing to the Mayor, or his designee, as the case may be. This presentation shall set forth the position of the Association, and at the request of either party, discussions may ensue. The Mayor, or his designee, as the case may be, shall answer the grievance in writing within fifteen (15) working days after receipt of the grievance setting forth the position of the employer.

**Step Three:**

If the grievance is not resolved at Step Two, or if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing within ten (10) working days to the Township Council. The final decision of the Township Council shall be given to the Association in writing within thirty (30) days after the receipt of the grievance.

**Step Four:**

If the grievance has not been settled by the parties at Step Three of the Grievance Procedure or if no answer in writing by the Township Council has been received by the Association within the time provided in Step Three, and if the grievance concerns the alleged violation of a specific provision(s) of this Agreement, then the Association may invoke arbitration of the grievance in accordance with Article XIV.

In the event a grievance is not processed in accordance with the time limitations set forth above, the grievance shall be deemed satisfactorily resolved and no further action may be taken pursuant to this Article. The parties may mutually extend the time limits set forth in this Article.

#### ARTICLE XIV

#### ARBITRATION

A. Any grievance not settled by the Grievance Procedure may be referred to an arbitrator as hereinafter provided.

B. The Association may institute arbitration proceedings when the Grievance Procedure has been exhausted by the requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. A copy of this request shall be forwarded to the Township Council.

C. The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

D. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing, unless otherwise agreed by the parties. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties otherwise agree.

E. The arbitrator's decision shall be final and binding on all parties.

F. In no event will an arbitration hearing be conducted less than thirty (30) days from the answer of the Township Council or the date when such answer was due. In the event the grievance is appealed to the New Jersey Department Of Personnel, the employee or the Association shall withdraw the arbitration case and shall be barred from proceeding to arbitration in accordance with this Article. Any expenses incurred by the parties in the filing of such arbitration will be paid by the employee or the Association in the event the matter proceeds to the New Jersey Department of Personnel.

## ARTICLE XV

### REQUIRED AND PERSONAL EQUIPMENT

#### **A. Required Equipment**

The Township shall provide all required equipment, including but not limited to holster, baton, baton holder, belt, handcuffs, handcuff holder and Sam Browne belt and soft body armor, if any of these are required. Employees who have already purchased such equipment shall receive no compensation therefor, but shall receive replacement thereof upon presentation of damaged equipment.

#### **B. Personal Equipment**

In the event of any of the following personal equipment is lost or damaged during the employee's performance of his duties, the Township shall provide payment up to the amounts indicated upon presentation of an appropriate invoice:

Watch	<u>\$50.00</u>
Prescription Glasses	<u>Full replacement</u>
Non-prescription Glasses	<u>\$25.00</u>
Contact Lenses	<u>Full replacement</u>

## ARTICLE XVI

### P.B.A. ACTIVITIES

**A.** The Township agrees to grant the necessary time off to the proper P.B.A. officers to attend monthly state meetings and to attend any State of National Convention of the New Jersey State Policemen's Benevolent Association in accordance with N.J.S.A. 40A:14-177.

**B.** Further, the Township agrees to grant a total of fifty-two (52) hours time off per year without loss of compensation for use of employees, designated by the P.B.A. to conduct any business of the P.B.A. If all such fifty-two (52) hours are not utilized in any year, such hours shall accumulate and may be utilized in subsequent years. The Welfare of the Department shall be considered when time off is required or granted.

## ARTICLE XVII

### JOB POSTING

A. To keep the employees within the department organizational unit informed of position in which they may be interested for reassignment and to provide an opportunity to apply for existing or planned job vacancies; or new job openings shall be posted prominently for seven (7) calendar days. The position shall include a description of the job, including the shift and days off.

## ARTICLE XVIII

### MILEAGE ALLOWANCE

A. Before a Police Officer may use his own vehicle for police business, he shall first request permission from the Chief. If no Police Vehicle is available, the Police Officer shall then request a Township Vehicle from the Township Administrator or his designee. If no Township Vehicle is available, the officer may utilize his own vehicle and shall be reimbursed at the rate of fifteen (15) cents per mile for such time.

## ARTICLE XIX

### PRIORITY FOR OVERTIME

A. Overtime, when available, shall be available in order preference based upon a rotating seniority roster.

B. There may be certain situations in which the Department, because of special skills or other attributes of a particular police officer, determines that it is in the best interests of the employer to pass an employee or employees on the seniority list. In such cases, the rotating seniority roster shall not apply, however it is agreed that any bypassed employees must become next on the list for purposes of the overtime roster.

C. In the event that four (4) police officers on the seniority roster refuse overtime, the Chief of Police or his designee, shall have the right to assign overtime as appropriate.

D. The purpose of this section is to equalize overtime among employees.

E. It will be the obligation of the employees to set up their own rotating seniority roster.

F. It is agreed that if the assignment for a police officer is requested by an outside person or organization which will provide compensation to the Township, then the Township will offer said assignment to members covered by this Agreement prior to any other person or organization. It is further agreed that selection for said assignment will be based on a rotating seniority roster.

## ARTICLE XX

### JOB SAFETY COMMITTEE

A. As soon as practicable, a job safety committee shall be arranged, which will have the following functions:

1. The P.B.A. shall designate a safety committee which may forward its suggestions relative to job safety to the Public Safety Committee. Such suggestions shall be in writing.

2. The suggestions may be discussed at the next Public Safety Committee meeting, provided at least one week's notice is given.

3. Any suggestions or other matters brought up by the Committee shall not be considered negotiations, but shall be merely for the purposes of conference and discussion as the mutual desire of both parties. These items shall also not be considered grievances.

## ARTICLE XXI

### BULLETIN BOARD

A. The employer will supply one (1) bulletin board for the use of the P.B.A. to be placed somewhere in Police Headquarters.

B. The bulletin board shall be for the use of the P.B.A. for posting of notices and bulletins pertaining to P.B.A. business and activities and matters dealing with the welfare of the employees.

C. No matter may be posted without receiving permission of the officially designated Association representative.

D. No matter may be posted which is considered to be inflammatory.

## ARTICLE XXII

### MISCELLANEOUS

#### **A. Weapons Allowance**

1. Each employee covered under this Agreement who is required to carry a weapon will receive a weapons allowance of one hundred (\$100.00) dollars per year, which will be paid one-half in June and one-half in December.

#### **B. Pay Periods**

The Township, at its option, may institute a payroll plan providing for a pay period every two weeks, that is twenty-six (26) pay periods per year. The Township will notify the P.B.A. not less than sixty (60) days prior to the institution of such payroll plan.

## ARTICLE XXIII

### SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court order or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XXIV

### FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. However, the Township agrees to comply with the provisions of N.J.S.A. 34:13A-5.3.



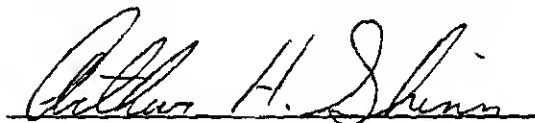
**ARTICLE XXV**

**TERM AND RENEWAL**

This Agreement shall be effective as of January 1, 1995 and shall remain in full force and effect until December 31, 1998, or until a new Agreement is executed.

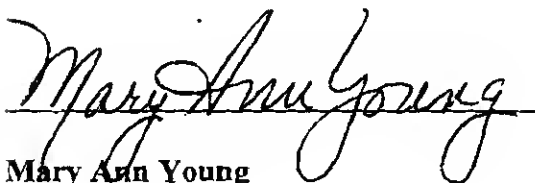
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the 1 day of July, 1996.

**PEMBERTON TOWNSHIP  
POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL NUMBER 260**



**Arthur H. Shinn  
President PBA Local 260**

**ATTEST:**



**Mary Ann Young  
Township Clerk**

**DATE:**

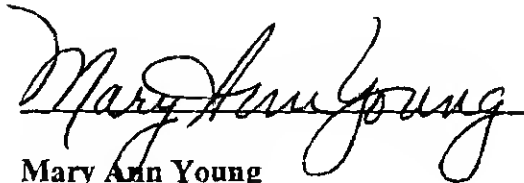
7/1/96

**TOWNSHIP OF PEMBERTON  
COUNTY OF BURLINGTON  
STATE OF NEW JERSEY**



**Thalia C. Ray  
Mayor Pemberton Township**

**ATTEST:**



**Mary Ann Young  
Township Clerk**

